

Exhibit 1: City of Seattle Memorandum of Understanding

SR 520, I-5 TO MEDINA: BRIDGE REPLACEMENT AND HOV PROJECT VISION AND COORDINATION UNDERSTANDING BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY OF SEATTLE

This SR 520, I-5 to Medina: Bridge Replacement and HOV Project Vision and Coordination Memorandum of Understanding (“MOU”) has been developed by the Washington State Department of Transportation (“State”) and the City of Seattle (“City”), hereinafter the “Parties” and individually the “Party”, to memorialize the intent of the Parties regarding future actions and roles and responsibilities regarding the SR 520, I-5 to Medina: Bridge Replacement and HOV Project.

BACKGROUND

WHEREAS, SR 520 is a vital east-west transit corridor of regional significance carrying people and goods and connecting Interstate 405, Interstate 5 and other transportation facilities and major institutions, thereby benefiting local, regional and State economies; and

WHEREAS, The SR 520 corridor travels near City neighborhoods such as Montlake, Portage Bay/Roanoke Park, North Capitol Hill, Eastlake, University District, Laurelhurst, Ravenna/Bryant and Madison Park as well as the Washington Park Arboretum. The neighborhoods and the Washington Park Arboretum include natural, historic and recreational resources; and

WHEREAS, The SR 520 floating bridge, its approaches, and freeway sections need to be replaced because they are vulnerable to damage from earthquakes and windstorms, do not meet current engineering standards, lack facilities to support reliable bus rapid transit, and lack stormwater treatment features meeting current environmental standards; and

WHEREAS, The State has established mitigation for the tolling process and for the construction effects associated with constructing toll facilities for SR 520 as identified in the SR 520 Variable Tolling Project: Finding of No Significant Impact (dated June 2009); and

WHEREAS, In April 2010, Governor Gregoire identified the State’s Preferred Alternative for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project (Project), which includes a six-lane corridor with a new floating bridge, a new West Approach, a new Portage Bay Bridge, a second bascule bridge over the Montlake Cut, a new lid at Montlake, a new lid at 10th and Delmar, and an enhanced bicycle/pedestrian path crossing over I-5; and

WHEREAS, City staff, SDOT, and the Council are coordinating with the State to establish a decision-making process and monitoring plan relating to the decision to construct and timing for construction of a second bascule bridge over the Montlake Cut; and

WHEREAS, In 2010, as required by Engrossed Substitute Senate Bill (ESSB) 6392, the State worked with the Seattle Department of Transportation (SDOT), the Seattle City Council (Council), Sound Transit (ST), King County Metro (Metro) and the University of Washington (UW) to refine the design of the Project’s Preferred Alternative; and

WHEREAS, Design refinements were developed to be fully analyzed in the final environmental impact statement (EIS) and the State worked with Metro and ST to develop the 2010 High Capacity Transit Planning and Financing Findings and Recommendations Report; and

WHEREAS, The State worked with the Arboretum and Botanical Garden Committee (ABGC) and SDOT to develop the 2010 Washington Park Arboretum Mitigation Plan. In April 2011, several parties, including the City and the State signed "Memorandum of Understanding: Washington Park Arboretum for Effects, SR 520, I-5 to Medina: Bridge Replacement and HOV Project" (ABGC MOU) that outlines a series of actions and projects related to mitigation for the Arboretum. As a result of the ABGC MOU, SDOT expects to implement traffic calming measures with up to \$200,000 of State -provided Project funds, as reflected in the GCA 6684 – SR 520 I-5 to Medina: Bridge Replacement and HOV Project Traffic Calming agreement; and

WHEREAS, The City has adopted several resolutions and provided several official comment letters; and

WHEREAS, The State is proceeding with construction on the SR 520, Medina to SR 202: Eastside Transit and HOV Project, to be open to traffic by the end of 2013, and constructing the pontoon casting facility and pontoons for the replacement bridge; and

WHEREAS, The State published the Project final EIS on June 17, 2011 and received the Federal Highway Administration Record of Decision (ROD) for the Project on August 4, 2011; and

WHEREAS, The State awarded the contract for construction of the Floating Bridge and Landings Project, to be open to traffic as early as 2014; and

WHEREAS, The state Legislature established a \$4.65 billion budget for the entire SR 520 program with \$2.43 billion currently funded. This funds the construction of the SR 520, Medina to SR 202: Eastside Transit and HOV Project, Pontoon Construction Project and the Evergreen Point Floating Bridge and Landings; and

WHEREAS, The remaining west approach to I-5 portion of the Project (Westside) is currently funded for environmental review and documentation, partially funded for Project design and right of way acquisition, and unfunded for construction. The State intends to seek approximately \$2 billion in appropriations and authorization from the state Legislature and other funding sources to complete design and construct the Westside; and

WHEREAS, Construction scenarios for all unfunded elements will be based upon state Legislative direction and available funding; and

WHEREAS, Per the direction of Engrossed Substitute House Bill (ESHB) 2211, the 2009 SR 520 Legislative Workgroup recommended potential financing strategies, including tolling to fully fund construction of the Project; and

WHEREAS, Consistent with ESHB 1175, the state Legislature provided \$1.5 million from the motor vehicle account federal appropriations to fund the I-90 Comprehensive Tolling Study Project; and

WHEREAS, The State published a policy brief on Washington's transportation system, identifying and prioritizing the need for a long-term investment strategy to ensure timely completion of mega-projects like SR 520; and

WHEREAS, It is the desire of the City and the State to enter into a Project vision and coordination MOU to clarify roles, responsibilities and expectations going forward, and it is the desire of the City and the State to provide the public with further clarity on the intentions of the Parties with regard to Project design and mitigation;

NOW THEREFORE, the following items of understanding are mutually agreed upon:

ITEMS OF UNDERSTANDING

1.0 GENERAL

1.1 The purpose of this MOU is to:

1.1.1 Acknowledge the Preferred Alternative, as described in the SR 520 Medina to I-5: Bridge Replacement and HOV Project Final Environmental Impact Statement June 2011, by this reference made part of this MOU, and summarized in Exhibit A, Project Description, attached hereto, is the current Project for which the State is seeking full funding from the state Legislature and other funding sources to build all Project elements.

1.1.2 Secure a formal commitment from the State, on the Project key design elements and the State's intent to build the Westside elements of the Project.

1.1.3 Acknowledge the joint State/City effort to establish a formal Memorandum of Understanding relating to the decision to construct and timing of construction of a second bascule bridge over the Montlake Cut.

1.1.4 Clarify mitigation commitments that are both required as part of the environmental process and that the State has agreed to implement to meet the City's goals and objectives for the Project.

1.1.5 Ensure that the City maintains a meaningful role throughout the Project design process.

1.1.6 Ensure the City's continued involvement with the Project throughout the duration of the Project, as shown in Exhibit B, Anticipated Project Construction Stages and Durations, attached hereto and by this reference made part of this MOU.

1.1.7 Establish the intent of the City and State to endeavor to meet SR 520 timelines for Project completion, as described in Exhibit B.

2.0 ROLES & RESPONSIBILITIES

2.1 The State intends to:

2.1.1 Design and construct the Project as described as the Preferred Alternative in the final EIS, ROD, and summarized in Exhibit A contingent upon funding from the state Legislature and regulatory approvals.

2.1.2 Continue to evaluate and take measures to reduce traffic noise as defined in the Preferred Alternative in the final EIS.

2.1.3 Continue to evaluate and identify opportunities to narrow the Project footprint within the defined parameters of the Preferred Alternative in the final EIS.

2.1.4 Remove the unused R.H. Thomson ramps to allow restoration of park land and habitats, as described in the final EIS.

2.1.5 Keep Montlake Freeway Flyer stop function open until the construction of the Montlake lid transit stop is complete, except temporary closures as needed, as described in the final EIS.

2.1.6 Continue to implement the State Transportation Demand Management strategies for managing traffic in the SR 520 corridor, as identified in the ESSB 6392 report. Proactively monitor corridor transit/HOV lane performance, discuss, and develop corridor management strategies that maintain HOV operations to the standard established by ESSB 6392. This activity is in recognition of the state Legislative policy, established through ESSB 6392, which mandates a minimum occupancy level of three-plus for the HOV lanes for SR 520 and requires notification of the Legislature if average travel speeds in the HOV lanes fall below 45 MPH at least ten percent of the time during peak hours. State will provide findings to City and transit agencies as requested,

2.1.7 Work to secure full funding from the state Legislature and other funding sources to complete the Project, including required mitigation as identified in the ROD.

2.1.8 Build an interim west connection bridge, including an interim pedestrian and bicycle connection between the west high-rise to land which will provide a connection to local and regional trails on both sides of Lake Washington, if the State does not receive sufficient funding for the Project by the end of the 2013 legislative session. The State intends to use available resources from the SR 520 program funds to continue design and prepare for construction to complete the Project in its final configuration, including mitigation commitments, as identified in the ROD and future permits/approvals. Construction scenarios for all unfunded elements will be based upon legislative direction, funding available, and consultation with the City as described in the sections of this MOU.

2.1.9 Continue to pursue full funding and construct all community enhancements and amenities as both agreed upon with the City and as described in the ROD.

2.1.10 Implement mitigation measures as agreed upon with regulatory and permitting agencies at the approximate time that the Project incurs effects. In addition, the State will continue to consult with the City to seek opportunities for early implementation of mitigation measures.

2.1.11 Pursue design refinements and enhancements as described by the ESSB 6392 Final Workgroup Technical Report whether or not those items are defined as formal Project mitigations or commitments.

2.1.12 Create and maintain an inventory of required mitigation commitments and other commitments, made by the State, related to the Project.

2.1.13 Participate with SDOT, Metro and ST in locating transit stops on or adjacent to the Montlake Lid.

2.1.14 As part of the Community Construction Management Plan develop a Tree and Vegetation Management and Protection Plan in collaboration with the City, neighborhoods, and organized groups, such as the ABGC, that would address areas of the corridor where specific trees and or vegetation are to be removed or disturbed as part of the construction or resulting Project improvements. Further, the plan would identify areas of mature tree removal, protection, potential relocation, and restoration of Project areas including areas temporarily dedicated to construction, including staging and lay down areas. The goal of the plan is to minimize affects to trees where feasible. The State would further ensure that contractors adhere to the plan, notify neighborhoods prior to impacts, and that tree and vegetation removal would only occur at the approximate time required for construction.

2.1.15 Consult with the Seattle Design Commission, Seattle Bicycle Advisory Board, Seattle Pedestrian Advisory Board, and City neighborhood groups on design and construction of the Project as necessary or requested by the Parties.

2.1.16 Consult with SDOT, the Seattle Bicycle Advisory Board and the Seattle Pedestrian Advisory Board to identify and refine routing detours for bicyclists and pedestrians to mitigate effects during construction.

2.1.17 Negotiate and work with the City and Metro to establish maintenance and operations agreements for the Project lids at Montlake and Delmar.

2.1.18 Develop a Community Construction Management Plan, in consultation with the City, that addresses community issues and communications needs arising as a result of Project construction activity. The document should also present plans for protecting and minimizing effects to public spaces from construction impacts, including pocket “parks” developed by neighborhood groups on public rights of way, as referenced in Section 2.2.5.

2.1.19 Develop a timeline for all deliverables identified in this MOU in consultation with the City. Timelines for those deliverables that are subject to future funding from the State Legislature will be developed at such time when that funding is appropriated.

2.1.20 Continue to ensure the Project remains technically feasible for future accommodation of high capacity transit and light rail.

2.2 The City intends to:

2.2.1 Continue working collaboratively with the State consistent with the direction contained in Ordinance _____ authorizing the Mayor to enter into this MOU with the State to further refine the design of the Project and to facilitate construction of the Project.

2.2.2 Endeavor to meet Project timelines, as provided in Exhibit B.

2.2.3 Participate in discussions with the State regarding needed agreements related to lid maintenance, utility relocations, right of way acquisitions and access, and other topics as identified.

2.2.4 Lead efforts to modify City-maintained pedestrian and bicycle facilities in the vicinity of the Project to optimize access to the pedestrian and bicycle facilities constructed as part of the Project. The City will coordinate efforts with the State to plan, design, and implement modifications to these City bicycle and pedestrian facilities in consultation with the Seattle Bicycle Advisory Board and the Seattle Pedestrian Advisory Board. The City will fund the coordination and planning efforts, and will work with the state to secure funding for design and implementation of the modifications. Funding commitments will be documented in a future written agreement.

2.2.5 Lead an effort to identify any additional public spaces, in particular, pocket “parks,” that have been developed by neighborhoods on public rights of way. This inventory is intended to minimize construction impacts on these locations and is expected to be recognized as part of the State Community Construction Management Plan.

2.3 The State and City will intend to:

2.3.1 Collaborate in the City led effort to establish a joint decision-making process to decide whether to construct and timing to construct the second Montlake Bascule Bridge. The process will consider transit travel time, reliability, passenger delay, pedestrian and bicycle levels of service, SR 520 mainline operations and other appropriate factors. This process will include opportunities for community and neighborhood outreach and will be described in a detailed document that will either be attached to this MOU by amendment or established in a separate MOU or agreement.

2.3.2 Coordinate with others on the design of the second Montlake Bascule Bridge with particular attention to transit priority, pedestrian and bicycle safety and access, corridor and neighborhood traffic management, and traffic operations in the Montlake corridor.

2.3.3 Collaborate to develop a Neighborhood Traffic Management Plan to catalog and develop solutions for community traffic concerns in the Montlake corridor and surrounding neighborhoods and to identify potential funding sources for projects consistent with recommendations and findings from the ESSB 6392 Final Workgroup Technical Report. The plan will define traffic management measures to proactively reduce Project construction effects and develop long term traffic management strategies that work in conjunction with the Project’s Preferred Alternative and existing City traffic management practices. An implementation strategy for the Neighborhood Traffic

Management Plan and funding commitments will be documented in a future written agreement. At minimum, the effort should include the following actions:

- Convene a community advisory group to participate in developing the Neighborhood Traffic Management Plan;
- Identify community traffic management concerns and issues through a records search and community process;
- Identify potential traffic management solutions, including, but not limited to, development of an intelligent transportation system plan for Montlake Boulevard and 23rd Avenue;
- Evaluate the effectiveness and feasibility of potential traffic management solutions through additional traffic modeling and data analysis, as needed;
- Develop an implementation strategy and schedule for the Neighborhood Traffic Management Plan, including coordination with existing and planned public and private development efforts related to traffic management in the Project area; and
- Identify potential funding sources to provide for timely implementation of the Neighborhood Traffic Management Plan.

2.3.4 Work collaboratively with the Roanoke Park and Portage Bay communities, through the Community Council to advance the design provided to the State by the City of the intersection at 10th Avenue E and Delmar Drive E and on pedestrian and bicycle access in the vicinity of the intersection.

2.3.5 Coordinate with City neighborhoods, Metro, ST, the UW, the Seattle Bicycle Advisory Board, the Seattle Pedestrian Advisory Board, and the Seattle Design Commission in the Seattle Community Design process led by the State for the community amenity and lid design features within the Project limits. The City will ensure the collaborative neighborhood process, to the degree feasible, is consistent with the Project schedule, as identified in Exhibit B.

2.3.6 Recognize that the building of the Project is subject to the availability of funds and the timely receipt of necessary federal, state and local regulatory approvals. The Parties recognize that the Project design and schedule may be modified during the design and construction process consistent with the requirements of NEPA. Any modifications to Project design or schedule would be assessed as necessary in a NEPA re-evaluation.

2.3.7 Recognize if there are any changes to the funding plan for the Project, the State will notify the City prior to finalizing a new funding plan for implementing Westside elements of the Project.

2.3.8 Recognize if there are material modifications to the Project elements, as delineated in the Preferred Alternative of the final EIS and as summarized in Exhibit A, and/or if there is a change in the phasing and construction schedule, as shown in Exhibit B and as articulated in the final EIS, the State will consult with the City and may propose amendments to this MOU prior to finalizing any modified plans for implementing any Westside elements of the Project and will comply with the requirements of NEPA for evaluation of such modifications. For purposes of this section “consult” shall mean a

process which involves the two branches of City government, executive, and legislative, and allows the City the opportunity to provide for public outreach.

3.0 MODIFICATION

Either Party may propose amendments to this MOU. No amendment shall be valid unless made in writing and signed by authorized representatives of the Parties hereto. For the City, amendments to the MOU must be approved through issuance of an ordinance.

4.0 DISPUTES

The designated representatives herein under Section 6.0 NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve a dispute, the person next higher in the line of authority for each Party shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by each Party's authorized policy representatives. For the City the authorized policy representatives are the Executive and Legislative branches or their specifically named designee(s). For the State, the authorized policy representatives are the SR 520 Program Director or specifically named designee(s). The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law.

5.0 EFFECTIVE DATE, DURATION and TERMINATION

This MOU is effective upon execution by both Parties and will remain in effect until completion of the Project, including Project mitigation, except as provided below.

A Party may unilaterally terminate this agreement by providing a minimum of six months notice of intent to terminate the MOU. For the City, notice of intent to terminate the MOU must be approved through issuance of an ordinance.

6.0 NOTIFICATION

All notices, demands, requests or other communications required under this MOU will be in writing and will be delivered by at least one of the following methods: (i) in person or (ii) transmitted by electronic mail (email) addressed as set forth below. All email will be deemed received upon confirmation by the receiving Party to the Party who initiated. All communications shall reference the contract number as found on this document.

CITY	STATE
Peter Hahn Director SDOT Seattle Municipal Tower 700 Fifth Avenue, Suite 3800 Seattle, WA 98124-4996 and Ben Noble Central Staff Director	Julie Meredith, P.E. SR 520 Program Director WSDOT, SR 520 Program 600 Stewart Street, Suite 520 Seattle, WA 98101-1217

Seattle City Hall 600 Fourth Ave. 2nd Floor Seattle, WA 98104	
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Either Party may update the contact information above which shall not be considered an amendment to this MOU. An electronic message [email] exchanged between the contacts, indicating the updated information shall be sufficient, provided the signature authority for each Party is included.

CONCURRENCE

CITY OF SEATTLE

STATE OF WASHINGTON

Michael McGinn, Mayor, City of Seattle

Date

Date

Attachments:

- **Exhibit A, Project Description**
- **Exhibit B, Anticipated Project Construction Stages and Durations**